

1 Heinz Binder (SBN 87908)  
Robert G. Harris (SBN 124678)  
2 BINDER & MALTER, LLP  
2775 Park Avenue  
3 Santa Clara, CA 95050  
4 Tel: (408) 295-1700  
Fax: (408) 295-1531  
5 Email: [Heinz@bindermalter.com](mailto:Heinz@bindermalter.com)  
Email: [Rob@bindermalter.com](mailto:Rob@bindermalter.com)  
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7 Attorneys for HUDSON SKYPORT PLAZA, LLC,  
HUDSON SKYPORT PLAZA LAND, LLC,  
8 HUDSON PACIFIC PROPERTIES, INC.,

9 **UNITED STATES BANKRUPTCY COURT**  
10 **NORTHERN DISTRICT OF CALIFORNIA**  
11 **SAN FRANCISCO DIVISION**

12 In re  
13 PG&E CORPORATION  
14  
15 and  
16 PACIFIC GAS AND ELECTRIC  
17 COMPANY,  
18 Debtors.

Case Nos. 19-30088 DM (Lead Case)

19-30089 DM

Chapter 11

*Jointly Administered*

**STIPULATION AMONG DEBTOR  
PACIFIC GAS AND ELECTRIC  
COMPANY, HUDSON SKYPORT PLAZA,  
LLC, HUDSON SKYPORT PLAZA  
LAND, LLC, HUDSON PACIFIC  
PROPERTIES, INC., HUDSON PACIFIC  
PROPERTIES, L.P., SKYPORT PLAZA  
OWNER'S ASSOCIATION, AND  
CRISTINA MENDOZA FOR LIMITED  
RELIEF FROM THE AUTOMATIC STAY  
AND/OR PLAN INJUNCTION**

- 23 ☐ Affects PG&E Corporation  
24 ☒ Affects Pacific Gas and Electric Company  
25 ☐ Affects both Debtors.  
26  
27  
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1 This stipulation (the “Stipulation”) is entered into by Pacific Gas and Electric Company (the  
2 “Utility” or the “Debtor”), as debtor and debtor in possession, on the one hand, and HUDSON  
3 SKYPORT PLAZA, LLC, HUDSON SKYPORT PLAZA LAND, LLC, HUDSON PACIFIC  
4 PROPERTIES, INC. (the “Hudson Defendants”), HUDSON PACIFIC PROPERTIES. L.P.  
5 (“Hudson LP”), SKYPORT PLAZA OWNER’S ASSOCIATION (“Skyport”) and CRISTINA  
6 MENDOZA (the “Plaintiff”) on the other. The Debtor, the Hudson Defendants, Hudson LP, Skyport and  
7 Plaintiff are referred to in this Stipulation collectively as the “Parties,” and each as a “Party.” The Parties  
8 hereby stipulate and agree as follows:

#### 9 **RECITALS**

10 A. On June 21, 2017, Plaintiff filed a complaint in the U.S. District Court for the  
11 Northern District of California, San Jose division, case number 5:17-CV-03579 (the “Lawsuit”).  
12 PG&E is a defendant along with the Hudson Defendants and other parties. In the Lawsuit, the  
13 Plaintiff, *inter alia*, seeks damages for injuries sustained because of what Plaintiff alleges were  
14 inaccessible and dangerous walkway conditions caused her to be thrown from her wheelchair. The  
15 area where Plaintiff alleges her injury occurred was at a location where a vault cover (that was part  
16 of the walkway) over a PG&E underground vault meets another section of the subject walkway.

17 B. Plaintiff alleged claims against the Hudson Defendants for, *inter alia*, violation of the  
18 Title III of the Americans with Disabilities Act of 1990 (28 U.S.C. Sections 12181 – 12182) (the  
19 “ADA”), the California Disabled Persons Act (Civil Code Sections 54 *et seq.*), and the California  
20 Unruh Act (Civil Code Section 51 *et seq.*). Plaintiff asserted a claim for negligence and negligence  
21 *per se* against PG&E and the Hudson defendants and subsequently has been granted leave by the  
22 Court to file a First Amended Complaint which, *inter alia*, adds Hudson LP (a Maryland limited  
23 partnership) and Skyport (a California nonprofit mutual benefit association) as a new defendants in  
24 the action.

25 C. The Magistrate Judge assigned to this matter is Judge Susan van Keulen. Judge van  
26 Keulen imposed General Order 56 (“G.O. 56”) on the case, in her initial scheduling order. Plaintiff  
27 and the Hudson Defendants entered into a Consent Decree for Injunctive Relief only, which was  
28 approved by this Court on June 8, 2018. The parties stipulated to continue G.O. 56 deadlines, and

1 the Court granted a stipulation on August 10, 2018, which extended G.O. 56 deadlines and allowed  
2 the parties to conduct limited discovery. Judge van Keulen initially set a mediation deadline of  
3 March 31, 2020. That date has been continued that date to June 30, 2020. Trial has been set for June  
4 7, 2021.

5 D. PG&E and its sole owner, PG&E Corporation (collectively, the “Debtors” )  
6 commenced these chapter 11 cases by voluntary petitions filed January 29, 2019, (the “Petition  
7 Date”) in the United States Bankruptcy Court for the Northern District of California (the “Court”).

8 E. On September 9, 2019, Plaintiff filed a Proof of Claim in the US Bankruptcy Court  
9 seeking \$3,000,000. The Hudson Defendants filed a timely Proof of Claim seeking unliquidated  
10 damages from PG&E. Plaintiff has never made a settlement demand to any of the defendants.

11 F. On June 20, 2020, the Court entered an order (the “Confirmation Order”) [Dkt No.  
12 8053] confirming the *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of*  
13 *Reorganization Dated June 19, 2020* [Docket No. 8048] (the “Plan”).

14 G. The Plan became effective on July 1, 2020, whereupon the Debtors were reorganized,  
15 revested with their property and discharged from their debts, all as provided in the Plan and the  
16 Confirmation Order, and as thus reorganized became and now are the “Reorganized Debtors”.

17 H. Section 10.6 of the Plan and paragraph 52 of the Confirmation Order provide an  
18 injunction t(the “Plan Injunction”) that, except as otherwise permitted under the Plan or  
19 Confirmation Order, prohibits any party from “commencing, conducting, or continuing in any  
20 manner, directly or indirectly, any suit, action, or other proceeding” to, among other things, recover  
21 on claims against either of the Reorganized Debtors that arose before the Petition Date.

22 I. The Parties have agreed to participate in a mediation (the “Mediation”).

23 **NOW, THEREFORE, IT HEREBY IS STIPULATED AND AGREED BY AND**  
24 **BETWEEN THE PARTIES, THROUGH THEIR UNDERSIGNED COUNSEL, AND THE**  
25 **PARTIES JOINTLY REQUEST THE COURT TO ORDER, THAT:**

26 1. This Stipulation shall be effective immediately upon entry of an order by the Court  
27 approving it, notwithstanding the stay provided by Bankruptcy Rule 4001(a)(3).

28

1           2.       To the extent that the automatic stay or Plan Injunction applies to the Mediation, or the  
2 participation by the Parties in the Mediation or any continuation thereof, the automatic stay and Plan  
3 Injunction are modified to permit the Mediation and the continued participation by Parties therein.

4           3.       In the event that the Mediation results in a settlement of all claims in the Lawsuit, the  
5 Utility shall (if necessary) file and set for hearing a motion to approve the settlement at the earliest  
6 reasonable date consistent with the Court's calendar for motions in the Case.

7           4.       Except as other expressly provided herein, the automatic stay and Plan Injunction shall  
8 remain fully effective with regard to the Lawsuit or the assertion of any claims against the Utility.

9           5.       This Stipulation is without prejudice to any aspect of the underlying Lawsuit, and  
10 nothing herein is intended to, nor shall it be construed to be, a waiver by any of the Parties of any claims,  
11 defenses, or arguments with respect to the same.

12          6.       In the event that the terms of this Stipulation are not approved by the Court, it shall be  
13 null and void and have no force or effect and the Parties agree that, in such circumstances, this  
14 Stipulation shall be of no evidentiary value whatsoever in any proceedings.

15          7.       This Stipulation shall constitute the entire agreement and understanding of the Parties  
16 relating to the subject matter hereof and supersede all prior agreements and understandings relating to  
17 the subject matter hereof.

18          8.       The Court shall retain jurisdiction to resolve any disputes or controversies arising from  
19 the Stipulation or the Order approving it.

20 Dated: July 30, 2020

BINDER & MALTER LLP

21  
22                   /s/ Robert G. Harris  
                      Robert G. Harris

23 ROPERS MAJESKI PC

24  
25                     
26 By: \_\_\_\_\_  
                      David M. McLaughlin


27 Attorneys for HUDSON SKYPORT PLAZA, LLC,  
28 HUDSON SKYPORT PLAZA LAND, LLC,

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HUDSON PACIFIC PROPERTIES, INC., HUDSON  
PACIFIC PROPERTIES, L.P.

Dated: July 29, 2020

ANDREWS LAGASSE BRANCH + BELL LLP

By:                                           
David J. Gibson  
Attorneys for SKYPORT PLAZA  
OWNERS ASSOCIATION

Dated: July 30, 2020


WEIL GOTSHAL & MANGES, LLP  
KELLER BENVENUTTI KIM LLP

By:           /s/ Peter J. Benvenuti            
Peter J. Benvenuti

Attorneys for Reorganized Debtor  
PACIFIC GAS AND ELECTRIC COMPANY

Dated: July<sup>30</sup>, 2020

DERBY McGUINNESS & GOLDSMITH LLP

By:                                           
Anthony Goldsmith  
Attorneys for Cristina Mendoza